

AGREEMENT

BETWEEN

THE CITY OF LECLAIRE

AND

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES**

LOCAL 3725

COUNCIL 61

AFL-CIO

DATED: JULY 1, 2007 - JUNE 30, 2008

**FINAL CONTRACT
APPROVED: MARCH 5, 2007
RES. #07-24**

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ARTICLE I

AGREEMENT

This Agreement, made and entered into this 1st day of July, 2007 pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the City of LeClaire (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its affiliated union, local 3725, as representatives of employees employed by the City of LeClaire, (hereinafter referred to as the Union.)

ARTICLE II

RECOGNITION AND UNION SECURITY

Section 1 Bargaining Units

The bargaining units for the purpose of this agreement consist of all eligible Employees of the City of LeClaire, as certified in the Public Employment Relations Board Case Number 4031, and any amendments thereto. The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Employees excluded from the bargaining unit are all other employees of the City of LeClaire and managerial, confidential, and temporary employees who work four (4) months or less throughout the year, unless mutually agreed to.

The Employer shall notify the Union prior to adding or deleting classifications. The Employer shall designate the job duties for new and any existing classifications. The wage shall be subject to negotiations up to and including binding arbitration. Upon request, the Union shall be provided with copies of all job descriptions within a reasonable time after the request.

Section 2 Dues Deduction

A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the net pay due such employee those dues required as the employee's membership dues in the Union.

B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the Clerk of the City. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Such order may be terminated by the Employee by delivering written notice to the Employer and the Union during the two (2) week period following the anniversary date of the Employee's authorization to withhold dues.

D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

F. The Employer shall submit to the Local Union, with each remittance of deductions, a list of all employees having such deductions, including the Employee's name and payroll number.

1 G. Local unions with AFSCME may independently adjust their dues structure to meet local needs.
2 The Employer shall agree to implement these changes within 30 days of notification.
3

4 H. In the event enhanced union security provisions - the collection of fair share or agency shop fees
5 from bargaining unit members who are not members of the Union - become authorized by state law, the
6 parties agree to implement these enhanced union security provisions within thirty (30) days of the
7 effective date of the applicable legislation.
8

9 **Section 3 Bulletin Boards**

10
11 The union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards customarily
12 used for the posting of information to the employees in the Unit. Such information shall not be
13 detrimental to the Employer.
14

15 The Employer agrees that during working hours, without loss of pay, and on the Employer's premises,
16 Union representatives shall be granted a period of time, not to exceed fifteen (15) minutes, for the
17 purpose of posting Union notices on designated bulletin boards.
18

19 **Section 4 Union Leave**

20
21 Elected constitutional officers of the Union and/or its affiliated locals may, upon written request of the
22 Union and/or its affiliated locals, be granted a leave of absence without pay for the term of office, not to
23 exceed one (1) year. Appointed officials of the Union and/or its affiliated locals may, upon written
24 request of the Union and/or its affiliated locals, be granted a leave of absence without pay for the term of
25 office, not to exceed one (1) year unless the absence of the employee would cause a substantial hardship
26 on the operating efficiency of the Employer. The Employer agrees to provide the Union an explanation of
27 why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship
28 does in fact exist may be appealed directly to arbitration pursuant to Article III, Section 4, of this
29 Agreement.
30

31 These same elected officers shall be released for monthly local meetings and quarterly Council 61
32 meetings under the same rules as above. The employee will provide his/her supervisor with twenty (20)
33 calendar days written notice for these meetings. A Union officer's leave supersedes any other scheduled
34 leave of bargaining unit members.
35

36 Any special meeting requiring less than twenty (20) calendar days notice must be arranged through the
37 City Administrator.
38

39 **Section 5 Union Conventions and Conferences**

40
41 Duly elected Union delegates or alternates to the annual conventions of the AFSCME Iowa Public
42 Employees Council 61, AFL- CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off,
43 without pay, not to exceed a total of five (5) work days annually to attend said conventions.
44

45 Duly elected Union delegates or alternates to the biennial conventions of the AFSCME International,
46 AFL-CIO shall be granted time off, without pay, not to exceed a total of five (5) work days annually to
47 attend said conferences.
48

1 Union representatives selected to attend Union conferences shall be granted time off, without pay, not to
2 exceed five (5) work days annually to attend said conferences.

3 Time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or
4 leave of absence without pay as the individual employee may designate. The Union shall give the
5 Employer at least ten (10) work days advance notice of the employees who will be attending such
6 functions whenever possible.

7
8 Not more than one (1) employee at any one time shall be granted time off, without pay, to attend said
9 conferences and/or conventions mentioned herein above except in those cases where the Employer
10 determines that no substantial hardship will be created by granting more than one (1) employee time off,
11 without pay, at the same time. The Employer agrees to provide the Union an explanation of why the
12 request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does in
13 fact exist may be appealed directly to arbitration pursuant to Article III, Section 4, of this Agreement.

14 **Section 6 Union Activity**

15
16 Bargaining unit employees, including Union officers and representatives, shall not conduct any Union
17 activity or Union business on City time, except as specifically authorized by the provisions of this
18 Agreement.

19 **Section 7 Discrimination and Harassment**

20
21 The parties agree that their respective policies consistent with the Code of Iowa will not violate,
22 discriminate, nor harass any employee covered by this Agreement because of age, race, sex, creed, color,
23 national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

24 **Section 8 Union Visitation**

25
26 Upon request, Union representatives will be allowed to meet with bargaining unit employees during the
27 employee's non-work time on the Employer's premises, provided suitable meeting facilities are available
28 and practical.

29 **Section 9 No Reprisal**

30
31 Pursuant to Iowa Code Section 19A.19 (Prohibited Practices), Paragraph 4, as now exists or is hereafter
32 amended, the Employer shall not discharge an employee from or take or fail to take action regarding an
33 employee's appointment or proposed appointment to, promotion or proposed promotion to, or any
34 advantage in, a position in a merit system administered by, or subject to approval of, the Employer as a
35 reprisal for a disclosure of information by that employee to a member of the general assembly, the
36 legislative service bureau, the legislative fiscal bureau, the citizen's aide, the computer support bureau, or
37 the respective caucus staffs of the general assembly, or a disclosure of information which the employee
38 reasonably believes evidences a violation of law or rule, mismanagement, a gross abuse of funds, an abuse
39 of authority, or a substantial and specific danger to public health or safety. This section does not apply if
40 the disclosure of that information is prohibited by statute.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1 Definition

A grievance is defined as a written complaint alleging a violation involving the application and/or interpretation of provisions of this Agreement.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor on forms supplied by the Union. The Union shall have the right to file a group format grievance. An aggrieved employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer. Any adjustment agreed to must be in accordance with the terms of this Agreement.

The arbitration provisions of this Agreement may only be invoked with the approval of the Union and in the case of the employee's grievance only with the approval of the public employee.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely filed if presented after six (6) months from the date of occurrence.

Section 2 Step 1

Within five (5) working days of receipt of the written grievance from the employee or his/her Union representative, the employee's immediate supervisor and the City Administrator will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee(s) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the City Administrator. A copy will be submitted to all parties within three (3) working days from the date of the meeting.

Step 2

If dissatisfied with the written answer rendered under the Step 1 process, to be considered further, the grievance must be appealed to the Mayor within five (5) working days from the receipt of the answer in Step 1.

Within five (5) working days from the receipt of the appeal request the Mayor will meet at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved employee(s)), their immediate supervisor, and the City Administrator, and attempt to resolve the grievance. A written answer will be placed on the grievance by the Mayor and a copy will be submitted to all parties within five (5) working days from the date of the meeting.

Step 3

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via a written notice to the City Administrator within thirty (30) calendar days from the date of the postmark of the answer in Step 2, or the grievance will be considered ineligible for appeal to arbitration. Second step answers shall be sent by regular U.S. mail or hand-delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the second step answers of the parties without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Federal Mediation and Conciliation Service to submit a five-member panel of arbitrators. If the panel submitted is unacceptable to either party, the parties shall request a second panel of arbitrators from the Federal Mediation and Conciliation Service.

The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within ten (10) working days from the scheduled answer date. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1, however, any period of retroactivity allowed shall not precede the date of this Agreement.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for the adjustment of any disputes arising from the application and interpretation of this Agreement.

1 **Section 6 Number of Stewards**

2
3 For informational purposes only and upon request the Union shall provide the Employer with a written list
4 setting forth the names of Union Stewards.

5
6 **Section 7 Representation**

7
8 An employee may consult with his/her local Union representative during working hours relative to a grievance
9 matter by first contacting his/her supervisor. The employee's supervisor shall arrange a meeting to take place as
10 soon as possible for the employee with his/her Union representative through the Union representative's
11 supervisor. Said meeting, although scheduled, shall not take precedence over the continuous provision of
12 "essential services". Time spent in consultation during working hours regarding a grievance matter shall be
13 reported to the employer.

14
15 **Section 8 Processing Grievances**

16
17 Union representatives who are members of bargaining units and grievant's will be permitted a reasonable
18 amount of time to process grievances during their regularly scheduled hours of employment. Processing
19 grievances shall be defined as investigating, filing and attending any step meetings and/or hearings regarding
20 grievances, including arbitration. AFSCME Council 61 staff representatives may attend any steps of the
21 grievance procedure. Said meeting, although scheduled, shall not take precedence over the continuous
22 provision of "essential services". Time spent in processing grievances during working hours regarding a
23 grievance matter shall be reported to the employer.

24
25 **Section 9 Discipline and Discharge**

26
27 The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate
28 disciplinary action against employees for just cause.

29
30 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the
31 grievance procedure. An Employer shall not discipline an employee without just cause, recognizing and
32 considering progressive discipline where applicable. In lieu of discipline, the employer may require employees
33 to attend training sessions.

34
35 Disciplinary action shall include only the following:

- 36
37 Oral reprimand
38 Written reprimand
39 Suspension
40 Discharge

41
42 *NOTE: For definitions see Appendix B, page 38.

43
44 The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within
45 three (3) working days of the time such action is taken. Any accrued but unused time off, (such as vacation,
46 leisure, or comp-time), may not be used during the time when an employee has been suspended.

1 **Section 10** **Exclusion of Probationary Employees**

2
3 Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary
4 employees shall not be subject to the grievance procedure.

5
6 **Section 11** **Exclusion of Grievant**

7
8 The aggrieved employee is entitled to be present at all steps of the grievance procedure.

9
10 **Section 12** **Exchange of Information for Processing Grievances**

11
12 The Union and the Employer agree that it is incumbent upon the parties to share all information available
13 regarding grievances involving the Union, employees, and the Employer, prior to arbitration.

ARTICLE IV

SENIORITY

Section 1 Definition

Seniority means an employee's length of continuous service with the Employer since his/her date of hire.

In the event two (2) employees have the same original date of employment, seniority of one as opposed to the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. A period of absence of more than two (2) years shall represent a break in continuous service.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract. Newly hired employees shall serve a six-month probationary period.

Section 2 Seniority Lists

The Union shall prepare and present to the City for approval and posting on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct

ARTICLE V

LAYOFF PROCEDURE

Section 1 Application of Layoff

When a layoff is necessary, the Employer shall provide thirty (30) days notice. Layoffs will be determined based upon seniority within the respective department(s). For the purposes of this Article, departments are as follows: Public Works, Administration, Library, and Police Department Clerical. No full time employees shall be laid off until all temporary and part-time employees within the department are laid off. Layoffs among full-time employees shall begin with the least senior person in that department. In lieu of layoff, the affected employee(s) may elect to bump a less senior person within the bargaining unit provided at the time of layoff they meet the minimum qualifications of the position they are bumping into. The employee electing to bump shall notify the Employer prior to the layoff taking effect.

All level I through III classified employees, (as defined in the City's Human Resources Guidelines manual), shall initially be exempt from said reduction(s).

* NOTE: For definition of "Bump", see Appendix B, page 38.

Section 2 Recall

No full-time, part-time, or temporary employees shall be hired into the bargaining unit until all employees on layoff in the bargaining unit have been recalled. Recall shall be by seniority, most senior first. Employees may be bypassed for recall if they don't meet the minimum qualifications of the position to be offered. Order of filling vacancies shall be transfers first, then recall. Notification of recall shall be by "certified, return receipt mail" to the employee's last known address. If an employee fails to accept recall within two (2) weeks the employee shall forfeit his/her recall rights. The recall rights spelled out in this section shall apply for a period no longer than eighteen (18) months after an employee is laid off.

ARTICLE VI

TRANSFERS

Section 1 Application of Transfer

The employer shall post for five (5) working days on all bulletin boards all bargaining unit openings which the employer desires to fill. The posting shall include classification, assigned hours, rate of pay (as listed on the job description), work location, days off, work days, job duties, and minimum qualifications for the position. Employees shall notify the City Administrator within the posting period of their desire to fill the position. The Employer shall select from the applicants the most senior applicant who meets the minimum qualifications. The position shall be filled within five (5) working days of the close of the posting. Order of filling bargaining unit openings shall be as follows: Full Time, Part-time, Temporaries, New-hires. After the initial posting, all subsequent openings shall be posted.

Employees who are required to have wastewater certifications as a requirement of their respective position shall be allowed a period of one (1) year to obtain said certification. The City shall agree to pay for the training necessary.

Section 2 Reversion

If at any time within a three (3) month period from the date of transfer the transferred employee or the Employer feel that the employee cannot meet the minimum qualifications or perform the duties of the position the employee shall have the right to revert to his/her previously held position. In the event the employee reverts or is reverted all transfers which have ensued in the intervening months since his/her transfer shall be reversed.

ARTICLE VII

HOURS OF WORK

Section 1 Work Schedules

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

For all employees, the Employer shall provide seven (7) calendar days notice to the Union and the affected employee(s) prior to making changes in work schedules. This does not provide the employee a right to refuse to report to work.

Temporary work schedule changes shall not be made for the purpose of avoiding overtime or call-back pay except by voluntary agreement by the employee, nor by the mutual agreement between Employees to create additional overtime.

Employees shall not be required to work more than 12 consecutive hours in a twenty-four (24) hour period, except upon voluntary agreement by the employee.

Employees shall be allowed to switch work schedules upon supervisory approval.

Section 2 Flex Time

Where practical and feasible as reasonably determined by management, with consent of the employee, hours and schedules for bargaining unit employees may include:

1. Variable starting and ending time.
2. Other mutually agreeable flexible hour concepts, such as compressed work weeks, etc.

Section 3 Overtime

A. Definitions:

1. Overtime is that time that an employee works in excess of forty (40) hours per work period.
2. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.
3. All paid time will be considered as hours of work for the purpose of computing overtime.

1 B. Overtime Compensation

2
3 Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's hourly pay
4 and applicable shift differential for actual overtime hours worked. Payment shall be made in either cash
5 or compensatory time as follows:
6

- 7 1. The decision to pay overtime in cash or compensatory time rests with the employee.
- 8
9 2. Compensatory time can only be accumulated up to 240 hours; any hours over 240
10 hours will be paid out in cash.
- 11
12 3. A request can be made by the employee for a payout in cash of any accumulated
13 compensatory time. There must be at least a two (2) week notice to the personnel
14 office and the money will be included in the next regular pay check following the two
15 week notice period.
- 16
17 4. Compensatory time may be carried over into a new fiscal year.
- 18
19 5. Compensatory time off shall be granted at the request of the employee with the
20 approval of the employee's immediate supervisor or his/her designee. Compensatory
21 time off shall be granted at the convenience of the employee whenever possible
22 consistent with the staffing needs of the City.
23

24 C. Scheduling of Overtime

25
26 The Employer will, as far as practicable, distribute overtime on an equal basis among those included
27 employees in that classification assigned to the work unit who normally perform the work involved.
28

29 D. Pyramiding Prohibited

30
31 Payment of overtime at a rate of one and one-half, (1-1/2), times, shall not be compounded or paid in
32 addition to any other rate paid for work incurred during the same work period. There shall be no
33 duplication or pyramiding of any pay provided for under the provisions of this Agreement for the same
34 hours worked.
35

36 E. Employees Returning from Leaves of Absence

37
38 New employees or employees returning from a leave of absence shall be credited with the average
39 number of overtime hours worked by employees within the work unit.
40

41 **Section 4 Separation**

42
43 Upon separating from City service, employees shall be paid for any unused earned compensatory time,
44 vacation pay, and leisure day pay. Upon the death of an employee, payment for any unused, earned
45 compensatory time, vacation pay, and leisure day pay shall be made either to the employee's beneficiary
46 or estate.

Section 5 Meal Periods

Public Works employees will be granted an unpaid one-half (1/2) hour meal period. Administrative, Police Department Records Clerical, and library employees will be granted an unpaid one (1) hour meal period.

Section 6 Paid Rest Periods

Bargaining unit employees will receive two (2) fifteen minute paid rest periods per day scheduled at approximately the middle of each half shift.

Section 7 Standby

Whenever employees are required to "standby" and to remain available via pager or telephone, for work on days or at times other than their normally scheduled workdays or times, those employees shall be paid at the rate of two (2) hours of regular pay per standby workday or any fraction thereof, in addition to any other compensation due the employee.

An employee shall be considered on "standby" if scheduled or if requested to do so by a Department Head, the City Administrator, Mayor, City Council, or an immediate supervisor.

If an employee is scheduled to standby or is requested to do so, he/she shall fill out, in full, a "Request for Additional Compensation" form and attach the form to his/her regular timesheet prior to the end of the pay period. Failure to do so may delay processing of said compensation until the following pay period.

If an employee is "called-back" to work while on "standby" he/she shall be paid according to the "call-back time" provisions specified herein in addition to receiving his/her "standby" pay.

If an employee is requested or scheduled to "standby" during a workday within which he/she was originally scheduled to work, the standby provisions shall begin immediately following the end of his/her work period.

An employee shall not be scheduled for "standby" status for more than a seventy-two (72) hour period at any one time with the exception of the Thanksgiving Day weekend, and not more than two (2) times during any one (1) calendar month with the exception of those months within which a holiday falls; however, under "Civil Emergency" situations employees may be required to "standby" on an unscheduled basis for more than the above-stated maximums.

For the purposes of this section, "Standby Workday" shall mean the twenty-four hour period(s) or any fraction thereof beginning when an employee starts his "standby time". (i.e. 3:30 p.m. Friday to 3:30 p.m. Saturday equals one "standby workday").

* NOTE: For definition of "Civil Emergency", see Appendix B, page 39.

Section 8 Call-Back Time

Whenever an hourly employee is "called-back" into service other than during their regularly scheduled hours, he/she shall receive pay at the rate of 1 1/2 times his/her normal pay rate with a minimum of one hour, regardless of whether or not the employee works in excess of 40 hours during that work period. For computing hours worked under this condition, the employee will be paid from the time they are notified until they are again free to resume any unrestricted activity or return back home, whichever is applicable.

They will be paid either a minimum of one (1) hour or from the time of notification until such time as the punch/or otherwise record out **plus** an estimated travel time of thirty (30) minutes, whichever is greater. Whenever an employee is called back to work on a holiday, that employee shall be paid at the same rate as any other call-back situation. The employee shall use the back of his/her "Request For Additional Compensation" sheet to record the "in and out" under this condition and shall be eligible for this pay only upon the approval of the City Administrator and/or Department Head. If an employee is "called-back" into service, he/she shall also fill out, in full, a "Request For Additional Compensation" sheet and attach the sheet to his/her regular timesheet prior to the end of the work period. Failure to do so may delay processing of said compensation until the following pay period.

Section 9 Scheduling of Emergency Services Volunteers

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel, and volunteer emergency medical technicians for the community during the preceding twenty-four (24) hours. Employees who volunteer during their regularly scheduled work hours will be paid their regular wage for the those regularly scheduled work hours spent in a volunteer status.

Section 10 After Hours Contact Pay

In the absence of a Public Works Director, the Public Works Supervisor (or his/her designee) shall carry a pager and/or other communication device(s) to increase the ability of the Employer to contact the Public Works Department during off hours or when needed. The Public Works Supervisor (or his/her designee) shall receive \$9.00 per daily period when carrying the pager and/or other communication device(s).

In the event that the Public Works Supervisor (or his/her designee) answers a communication while carrying the pager and/or other communication device(s), that person shall be responsible to dispatch other Public Works Personnel and acknowledge alarms via telephone or computer. (Acknowledging alarms means following the computer procedure via telephone or pressing the global acknowledge button on the computer. (This includes any corrective action(s) that may be accomplished, in fifteen (15) minutes or less, using communication device(s).)

In the event that the Public Works Supervisor (or his/her designee) fails to answer a communications while carrying a pager and/or other communication device(s) then the alternate call out plan will take effect.

The City shall only be responsible to pay one employee for each daily period listed below. The City will not be responsible to duplicate the pay for any of these daily periods. Any internal passing of the communication device(s) between employees within the daily periods listed below shall only be done due to unforeseen circumstances.

1
2 In no way shall this section be confused with the **STANDBY** or **CALL BACK** sections of this
3 contract. No other Public Works Employee shall receive compensation under this section for
4 voluntarily carrying a pager and/or other communication device(s).
5

6 In the event that the Public Works Supervisor (or his/her designee) is needed to assist in the
7 resolution of the events other than the act of dispatching and acknowledging alarms as mentioned
8 above, the Public Works Supervisor (or his/her designee) shall be eligible for call back pay. Any
9 employee dispatched to perform services by the Public Works Supervisor (or his/her designee)
10 shall be eligible for call back pay.
11

12 For purposes of this section only, the following shall constitute daily periods for purposes of
13 determining compensation:
14

15 3:30 p.m. Monday to 3:30 p.m. Tuesday	3:30 p.m. Tuesday to 3:30 p.m. Wednesday
16 3:30 p.m. Wednesday to 3:30 p.m. Thursday	3:30 p.m. Thursday to 3:30 p.m. Friday
17 3:30 p.m. Friday to 3:30 p.m. Saturday	3:30 p.m. Saturday to 3:30 p.m. Sunday
18 3:30 p.m. Sunday to 3:30 p.m. Monday	
19	
20	
21	

ARTICLE VIII

WAGE AND FRINGE BENEFITS

Section 1 Base Wages

- A. On the first day of the pay period that includes July 1, 2007, all employees within the bargaining unit shall receive wages pursuant to the following pay grade schedule:

CLASSIFICATIONS

PAY GRADE

PUBLIC WORKS SUPERVISOR	1
PUBLIC WORKS UTILITIES OPERATOR	2
PUBLIC WORKS TECHNICIAN GRADE I	3
PUBLIC WORKS TECHNICIAN GRADE II	4
PUBLIC WORKS TECHNICIAN GRADE III	5
DEPUTY CITY CLERK	6
ADMINISTRATIVE SUPPORT SERVICES COORDINATOR	7
PUBLIC WORKS TECHNICIAN GRADE IV	8
F.T. PUBLIC WORKS LABORER	9
F.T. SECRETARY & RECEPTIONIST	10
F.T. CUSTODIAN	11
P. D. ADMINISTRATIVE SUPPORT SERVICES COORD.	12
P.T. PUBLIC WORKS LABORER	13
P.T. LIBRARY CIRCULATION CLERK MANAGER	14
P.T. LIBRARY CIRCULATION CLERK	15

- B. Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned pay grade and years of City service as listed in Appendix A, page 37, of this agreement. Upon transfer to a higher or lower pay grade employees shall be placed upon the wage matrix based on their years of service. Wages shall be adjusted during each year of this contract by the Local Union by applying one of the following calculation methods to the individual pay grades contained within the wage matrix:

1. The union may apply a lump sum dollar amount addition to each pay grades' current 100% wage level within the wage matrix determined by multiplying the average of the current 100% wage level of all of the pay grades listed times 2%.
2. The union may apply an across-the-board percentage increase to each pay grade within the wage matrix determined by multiplying each pay grades' current 100% wage level times 2%.
3. The remainder of the pay rates within each pay grade included in the wage matrix (i.e., 85%, 90%, 92%, 95%, and 97%) shall be adjusted by their respective percentages of the 100% wage level.

The union shall provide notice to the City of the selected distribution plan prior to July 1st of each year.

- C. Pay checks shall be issued no later than each Friday. In the event Friday is a non-work day, paychecks shall be issued the preceding work day.
- D. The Employer agrees to make payroll deductions for employees for any reasonable purpose. Employees shall be required to fill out a form with the Employer to enact a payroll deduction.
- E. In the event that the Employer inadvertently overpays or over-reimburses an Employee for any reason, the overpayment or over-reimbursement shall be returned to the Employer. The Employer shall establish a reasonable repayment schedule not exceeding twelve (12) months in length for the repayment. If the repayment is not made within the twelve (12) month period, the employer may deduct any remaining amount(s) from the employee's next regular pay check(s).
- F. Public Works employees shall receive a shift differential of \$.45 per hour for all scheduled hours worked between 3:30 p.m. and 7:00 a.m. in other than call back and designated over-time situations.

Section 2 Longevity Pay

The City of LeClaire recognizes long and faithful service and the value of the skill, knowledge, and judgement gained through years of experience. As such, all full-time employees shall be given an annual bonus payment on each of the employee's seniority date anniversaries in accordance with the following schedule:

5 th through 9 th	\$300.00
10 th and beyond	\$350.00

Section 3 Leisure Days

Beginning after six (6) months of continuous full-time employment, full time employees shall accrue leisure days at the rate of one eight (8) hour leisure day for every two months of continuous employment. Effective the first January 1st after an employee is eligible to accrue leisure days, and every January 1st thereafter, the Employee shall be credited with six leisure days. Employees may accrue up to a maximum of twelve (12) leisure days.

Leisure days shall be taken in not less than one half (1/2) hour increments.

1 Employees shall provide 24 hours notice to their respective department head or supervisor of their intention to
2 use a leisure day, except in emergencies.

3
4 If a holiday falls within this combined period, it shall be treated as a holiday falling during a vacation. Any
5 combination of time off (vacation, leisure, or comp. time), may not exceed four (4) consecutive weeks in
6 length.

7
8 Accrued leisure days or portions thereof may be paid out to employees upon their request.

9
10 Employees shall be paid for any accrued, unused leisure days in excess of a maximum of twelve (12) days if
11 they would exceed this number when granted new leisure days effective each January 1.

12
13 Immediately prior to an employee leaving the employ of the City, the City shall calculate the amount of
14 prorated, technically accrued leisure days the employee has not used.

15
16 Employees leaving the City service shall be paid at the regular rate of pay for any prorated, technically accrued,
17 unused leisure days or portions thereof or they may elect to use these leisure day(s) to provide for an early
18 retirement when used in conjunction with accrued vacation time and approved by the City Administrator.

19
20 In the event that an employee leaving City service for any reason has used more leisure days during the current
21 year than he/she has technically accrued to that point, the amount used beyond what was technically accrued
22 will be subtracted from the employee's final paycheck.

23 24 **Section 4 Health Insurance Package**

25
26 Upon the first day of the month following the date of employment, full time and part-time employees shall be
27 eligible to participate in the major medical, hospitalization, surgical, and dental plans.

28 This shall be known as the health insurance package. The City shall bear the full premium cost of the health
29 insurance package for eligible full-time employees and their dependents.

30
31 The employee shall pay only the first \$400(single) and \$500 (family) of expenses incurred under the health
32 insurance package each calendar year. The City and/or insurance company shall pay or reimburse 100% of the
33 remainder of insurable expenses incurred under the health insurance package each calendar year.

34
35 In order to receive reimbursement, the Employee shall:

- 36
37 a) fill out a claims voucher form
38
39 b) submit the insurance company's statement of benefits form with the completed claims
40 voucher form to the City Clerk by 10:00 a.m. on any Monday. Payment will be
41 processed and a check will be issued prior to Friday 3:30 PM.

42
43 (For the purpose of this section, "insurable" will mean the listed, insurable coverage's, subject to stated policy
44 maximums as spelled out in the City's group insurance policy statement.)

45
46 The City shall only be liable for payment up to and including the stated policy maximums on each of the four
47 (4) components of the health insurance package, provided however, if an employee is charged more than the
48 U.C.R. amount for insurable coverage's, the City will reimburse the employee for the amount that the
49 insurance company will not reimburse the employee for. The City shall retain the current coverage levels of the

four (4) components of the health insurance package, shall not unilaterally implement cooperation clauses, and shall not make any other changes in the administration of the health insurance package during the term of this agreement or any successor agreement, unless specifically negotiated.

Any statement of benefits form bearing treatment dates from the previous calendar year shall only be honored up to the third Monday in February of the next calendar year and the amounts charged will not be used in the calculation of the out of pocket expenses for that current calendar year.

Part time employees shall be allowed to purchase the single or the family health insurance package or any component combination thereof through an approved payroll deduction plan.

In the event a full-time employee has a work/non-work related injury, disease, or debilitating illness (including pregnancy), the City will continue to pay the premium cost of the health insurance package, the life insurance and accidental death and dismemberment insurance, and the short term/long term disability insurance until such time as that person is no longer employed by the City or for a period not to exceed one calendar year after the work/non-work related injury, disease, or debilitating illness (including pregnancy) occurred, whichever is shorter.

Any city employee who leaves the employ of the City shall be allowed to purchase coverage under the single or the family health insurance package or any component combination thereof for a length of time not to exceed that allowed by C.O.B.R.A., provided however that a City employee who has retired with 10 or more years of service shall be allowed to purchase coverage under the single or the family health insurance package or any component combination thereof with no limitation on the length. The person shall be responsible to pay only the first \$400 (single) or \$500 (family) of expenses incurred under the health insurance package each calendar year.

In the event that an employee has family health and /or dental insurance coverage through another provider (i.e., spouse, divorce order, private source, etc.) in addition to the City provided family health and dental insurance, and that other source pays a portion of the employees and/or eligible dependents health and/or dental claims throughout the calendar year in an amount greater than or equal to two (2) times the City's annual deductible (as referenced herein-above), then at the end of the calendar year the employee may provide documentation to the City of the dollar value of the health and /or dental insurance claims paid by the other source and request that the City reimburse the employee for the health/dental deductible amount paid by the employee to the City within that calendar year.

Section 5 Worker's Compensation Benefits (Work Related)

In the event a work-related injury, accident, disease, or debilitating illness necessitates a full time employee's absence, one hundred percent (100%) compensation for the first three (3) consecutive work days absence thereafter shall be paid by the City after which time worker compensation benefits shall cover the remaining consecutive days absent. In the event that worker's compensation insurance reimburses the employee for the first three (3) days absent, the amount of the reimbursement will then be deducted from the employee's pay.

Full time employees who are on workers compensation shall have return rights to the most previous held position for a period of one (1) year from the date the employee went on workers compensation. Such return period may be extended by mutual agreement between the City and the employee.

1 **Section 6** **Short Term/Long Term Disability Insurance. (Non-work related.)**

2
3 A. In the event a full time employee contracts a non-work related disease or debilitating illness (including
4 pregnancy), and is absent from work for three (3) consecutive working days or more, the City shall pay the full
5 time employee one hundred percent (100%) of their normal compensation retroactively for the first three (3)
6 working days absent and at seventy-five percent (75%) of their normal compensation for all remaining
7 consecutive working days absent up to a maximum of one hundred and eighty-two (182) days, (six months)
8 absent. Long term disability benefits are to be paid at sixty percent (60%).
9

10 Any check(s) received by the employee from the short-term/long-term disability insurance carrier shall be
11 turned over to the City. The employee shall suffer no lapse in pay. Employee shall endeavor to comply with
12 required paperwork in a reasonable time frame. The employer agrees to provide guidance to employees in
13 complying.
14

15 Normal compensation shall be modified to include wage increases when they occur.
16

17 Full time employees who are on disability shall have return rights to the most previously held position for a
18 period of one (1) year from the date the employee went on disability. Such return period may be extended by
19 mutual agreement between the City and the employee.
20

21 Any employee hired to replace an employee on Short or Long Term Disability leave is classified as
22 "temporary" and retains a "temporary" classification until the return of the employee or upon termination of the
23 employee on such leave.
24

25 **Section 7 Life Insurance & Accidental Death & Dismemberment Plan**

26
27 The City shall provide to all full-time bargaining unit employees a \$25,000 life insurance policy on the
28 Employee, a \$5,000 life insurance policy on the spouse, and a \$5,000 life insurance policy on each child aged
29 14 days to 19 years (or until age 23 if a full-time student), and an accidental death and dismemberment policy
30 which has the following plan:
31

<u>LOSS</u>	<u>AMOUNT **</u>
32 1. Loss of life	100%
33	
34 2. Loss of one hand or foot by	
35 dismemberment or loss of the sight	50%
36 of one eye	
37	
38 3. More than one of the above losses	100%
39 listed in #2 above	
40	
41	
42	

43 ** NOTE: EXPRESSED AS A % OF THE AMOUNT LISTED IN THE POLICY SCHEDULE
44

45 **Section 8 Vacations**

46
47 No employee will be allowed to take vacation pay in lieu of vacation leave except upon resignation or
48 retirement as outlined below or as otherwise provided for herein.
49

1 Employees will be allowed to take vacation leave in increments of not less than ½ hours.

2
3 Employees will receive vacation leave in accordance with the following schedule:

- 4
5 1. All full-time employees having one (1) year or more but less than five (5) years of continuous
6 City service, as of their respective seniority date anniversary, will be eligible for eighty (80)
7 hours of vacation leave per year.
8
- 9 2. All full-time employees having five (5) years or more but less than ten (10) years of continuous
10 City service, as of their respective seniority date anniversary, will be eligible for one hundred
11 and twenty (120) hours of vacation leave per year.
12
- 13 3. All full-time employees having ten (10) years or more but less than fifteen (15) years of
14 continuous City service, as of their respective seniority date anniversary, will be eligible for one
15 hundred and sixty (160) hours of vacation leave per year.
16
- 17 4. All full-time employees having fifteen (15) years or more of continuous City service, as of their
18 respective seniority date anniversary, will be eligible for two hundred (200) hours of vacation
19 leave per year.
20

21 Vacation leave **must** be used between the time it is accrued (seniority date anniversary) and the employee's
22 next seniority date anniversary. Any accrued but unused vacation leave will not be paid for or allowed to be
23 used unless specifically granted by the City Council, City Administrator, or as otherwise provided for herein.
24

25 Accrued but unused vacation leave may be either paid for "in full" or used in conjunction with accrued and
26 unused "leisure days" to provide for an "early" retirement from City service. (These days may be used for early
27 retirement only upon approval of the City Administrator.)
28

29 Accrued but unused vacation leave will be paid for at the regular rate of pay if a full-time employee "resigns in
30 good standing", or is dismissed from the City service. Accrued and unused vacation leave will not be used
31 during any required "notice of resignation" time period to insure adequate employee coverage of activities.
32

33 Vacation leave will be administered as follows:
34

- 35 1. Employees shall submit their vacation requests on the appropriate request forms to their
36 respective supervisors no less than five (5) working days prior to the proposed beginning date
37 of their vacation. If any request is submitted less than five (5) working days prior to the starting
38 time of a vacation, the employee will forfeit his/her right to receive vacation pay prior to the
39 vacation leave.
40
- 41 2. Vacations, so far as possible, will be granted at times most desirable to the employees, but final
42 right to the allotment of the vacation period is exclusively reserved by the department head
43 and/or City Administrator. All vacation periods must meet the approval of the City
44 Administrator.
45
- 46 3. If an observed holiday falls during an employee's vacation, or combined vacation and "leisure
47 days" time, the employee will not be charged a vacation day(s) for the day(s) of the holiday.
48

4. If an employee is requested to come back to work after his/her vacation period has begun, he/she will be given the option of either being paid for the time worked during this period at the rate of one and one-half (1-1/2) times their normal hourly rate, in addition to their vacation pay, or they may elect to take the equivalent number of days off as additional vacation time, either at that time or sometime later, but in no event shall this additional time be taken beyond the employee's next seniority date anniversary unless prior approval is received from the City Administrator.
5. Any combination of time off, (vacation, leisure, or comp-time), may not exceed four (4) weeks in length at any one time.
6. Vacation leave is granted to employees in the blocks as mentioned above only upon the anniversary dates. Employees shall accrue no additional vacation between anniversary dates.

Section 9 Holidays

The following will be considered as holidays for employees of the City of LeClaire:

1. New Year's Day.
2. President's Day
3. Good Friday
4. Memorial Day.
5. Independence Day. (July 4th).
6. Labor Day.
7. Veteran's Day.
8. Thanksgiving Day.
9. Friday after Thanksgiving Day.
10. Christmas Day.

Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the succeeding Monday. The holiday pay period will run from midnight to midnight of that day.

Any full-time employee who is required to work on a holiday will be paid for such holiday work at the rate of two and one-half (2-1/2) times his/her normal rate of pay.

Any part-time employee who is required to work on a holiday will be paid for such holiday work at the rate of one and one-half (1-1/2) times his/her normal rate of pay. (As a matter of City policy, part-time employees will work holidays whenever possible.)

1 Holiday pay for those eligible to receive it and who do not work the holiday will be paid for at the rate of eight
2 (8) regular hours times their respective hourly rates.

3
4 It is the policy of the City to provide time off for employees who wish to observe religious holidays of their
5 faith providing previous arrangements are made with the City Administrator and the employee's department
6 head establishing an alternative work time. If an alternative work period cannot be arranged, an absence will
7 be charged to their leisure days, vacation time, or to a leave without pay.

8
9 A full-time employee will forfeit his/her right to payment for any holiday if he/she has an unexcused absence on
10 the last regular working day preceding the holiday or on the next regular working day following the holiday.

11
12 Employees not suspended or dismissed for good and just cause will only be paid for a holiday if they work both
13 the workday preceding and following the holiday unless absent for one of the reasons listed below:

- 14
15 1. On-the-job injury
- 16
17 2. Confining illness of the employee or treatment by a physician or dentist, substantiated by a
18 written statement from the attending physician or dentist.
- 19
20 3. Approved leave of absence verified by a "Request for Paid Absence" form duly signed.
21 Employees who fail to work part of the work day preceding and/or following a holiday, for
22 reasons other than those set out above, will receive holiday pay in an amount equal to the total
23 number of hours worked on the day before and the day after the holiday, divided by two (2)
24 with a maximum of eight (8) hours paid for the holiday.

25 26 **Section 10 Travel and Lodging**

- 27
28 A. Mileage - The City agrees to reimburse any employee who is authorized and required to use
29 his/her personal automobile in the performance of his/her work for the City at the maximum
30 rate allowed by State law.
- 31
32 B. In-state and out-of-state travel, meals, and lodging will be in accordance with the existing City
33 rules.

34 35 **Section 11 Out-of-Class Pay**

36
37 In the event an employee assumes 40% or more of the duties of a higher classification in excess of two (2)
38 consecutive weeks, the employee will receive the higher rate of pay based on the classification of the duties
39 being performed, retroactive to the first day the duties were assumed.

40 41 **Section 12 Reclassification**

42
43 Employees who wish to have their job duties reviewed in order to ensure proper classification placement shall
44 initiate the process by written report to the City Administrator on a form mutually agreed upon between the
45 employer and the Union. The Employer shall review all such requests and shall respond to both the employee
46 and the Union in writing within fifteen (15) working days. Employees found to be improperly classified shall
47 be placed within the appropriate classification and shall receive pay in accordance with Article 8, Section 1,
48 retroactive to the day the employee initially submitted the written classification review request. Any request
49 denied shall be subject to the grievance procedure.

ARTICLE IX

LEAVES OF ABSENCE

Section 1 Leave of Absence Without Pay

A request for an unpaid leave of absence shall be in writing, which shall include the beginning date, duration, and reasons for leaving. All requests must be submitted at least one (1) month prior to the leave of absence, except in extreme hardship cases, to the City Administrator. All leaves not addressed herein shall not be unreasonably denied.

All insurance benefits will be terminated at the end of the month following the month in which a leave of absence begins except in cases of leave of absence associated with work or non-work related accidental illness or accidental injury as otherwise noted herein. The employee may wish to continue the health plan premiums and dental plan premiums from his/her own financial resources during other leaves of absence. Employees on unpaid leaves of absence do not earn vacation time nor leisure daytime.

If the employee does not return within three (3) consecutive work days after the leave has expired, it will be deemed that the individual has separated as though having quit their employment with the City.

A. Absence Without Leave

Any absence of an employee from duty, including any absence for a single day or part of day that is not authorized by specific grant of leave of absence under the provisions of this section, will be deemed to be absent without leave. Any such absence shall be without pay and may be subject to disciplinary action.

B. Maternity Leave

Pregnancy and recovery therefrom will be treated as any other non-work related disability.

The employee requesting the maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and she will present a doctor's statement following the birth or miscarriage or other pregnancy disabilities as to when the employee is able to return to work.

A maternity leave of not more than twelve (12) weeks in conjunction with the birth or adoption of a new family member shall be considered a reasonable purpose for an unpaid leave of absence and shall not be denied.

An employee hired to replace an employee on maternity leave is classified as "temporary" and retains a "temporary" classification until the return of the employee or upon termination of the employee on maternity leave.

C. Military Leave

Employer will grant military leave in accordance with chapter 29A of the Iowa Code and any Federal Regulations.

1 D. Medical Leave of Absence

2
3 Employees with at least one (1) year of seniority who have exhausted all other leaves will be granted an
4 unpaid leave of absence, not to exceed one (1) year provided the appropriate medical verification is
5 submitted.

6
7 E. Family and Medical Leave

8
9 Employees will be granted up to twelve (12) weeks of unpaid leave per calendar year, (12 month
10 period), for the birth of the employee's child, placement of a child with the employee for adoption or
11 for foster care, and in the case of a serious health condition where the employee must care for their
12 spouse, child, or parent. An employee on family medical leave will be returned to the previous or an
13 equivalent position with the same pay, conditions and benefits that he/she was receiving prior to taking
14 family medical leave.

15
16 An employee must use any and all available, accrued leave prior to being placed on unpaid family
17 medical leave. Employees cannot lose any accrued benefits because they go on family medical leave
18 and shall accrue seniority/service while on family medical leave. The Employer will maintain all current
19 group health coverage when the employee is on such leave.

20
21 Employees must give thirty (30) days advance notice to the Employer of the need to take unpaid
22 medical leave when it is foreseeable for the birth or placement of a child for adoption or foster care, or
23 for planned medical treatment. When it is not practicable under the circumstances to provide such
24 advance notice, (i.e. pre-mature birth, etc.), such notice must be given "as soon as practicable", but no
25 later than forty-eight (48) hours after the employee learns of the need for such leave. The employee
26 must provide medical certification and verification from a health care provider to support the request
27 for family medical leave.

28
29 **Section 2 Leaves of Absence (With Pay) and Compensation Method**

30
31 A request for a paid leave of absence shall be in writing, which shall include the beginning date,
32 duration, and reason for leaving. All requests must be submitted at least one (1) month prior to the
33 leave of absence, except in extreme hardship cases, to the City Administrator. Employees shall
34 continue to accrue all benefits during a paid leave of absence.

35
36 A. Convention and Meeting Leave

37
38 Attendance at conventions and other extended meetings and extended visits to other cities may be
39 considered providing such attendance is approved in advance by the City Council or City
40 Administrator.

41
42 B. Abandonment of Position

43
44 Any employee who is absent from duty for three (3) consecutive workdays without notifying his/her
45 department head or supervisor will be deemed to have separated as though having quit their
46 employment with the City. Renewed employment will not be granted unless justifiable reason can be
47 produced explaining the period of absence.

1 C. Court Pay

2
3 All employees will be compensated for time spent appearing in court for City-related affairs if said
4 court appearance does not fall within an employee's regularly scheduled work time. Compensation for
5 court appearances will be a minimum of one (1) hours pay and that pay will be at the rate of one and
6 one-half (1-1/2) times their regular pay rate, regardless whether or not the employee works in excess of
7 forty (40) hours during that pay period. No additional compensation will be granted to personnel who
8 are already working at the time of their court appearance. Compensable time under this section will be
9 calculated from the time the employee "clocks in" at their work place, until they "clock out", or if they
10 do not report to their work place, from the time they leave to attend court until their appearance is
11 finished plus an additional thirty (30) minutes to accommodate any travel time necessary. Any request
12 for compensation under this section should be submitted on a "Request for Additional Compensation"
13 form.
14

15 D. Jury and/or Witness Pay

16
17 All full-time employees shall be compensated for non-voluntary jury duty or witness duty by payment
18 of the difference between their normal salary and the fee (excluding meals and travel reimbursements),
19 received for such duty. When an employee serves such duty, the following procedures must be
20 followed in submitting their time for pay purposes:
21

- 22 1. Show only time actually worked during the week, not including time spent on jury or witness
23 duty.
24
- 25 2. Submit on the back of the employee's timecard:
26
 - 27 a. Dates jury or witness duty served.
 - 28 b. Hours spent on jury or witness duty.
 - 29 c. Amount of and proof of compensation for jury service only, not to include meal and
30 travel reimbursements.
31

32 E. Bereavement Pay

33
34 When a death occurs in the immediate family as defined herein, a full time employee, upon request,
35 may be excused for up to three (3) normally scheduled work days of a forty (40) hour workweek,
36 during the three (3) calendar days (excluding Saturdays, Sundays, and holidays) immediately following
37 the date of death. After making written application therefore, the employee shall receive pay for any
38 normally scheduled work days of work for which he/she is excused (excluding Saturdays, Sundays, and
39 holidays.)
40

41 ("Saturdays, Sundays, or Holidays" are those days normally scheduled as days off, and are not
42 necessarily confined to these specific days. Holidays are considered days off when an employee is not
43 scheduled to work on that day.)
44

45 In the event that additional time off is necessary, up to two (2) additional bereavement days shall be
46 granted by the City Administrator, provided the employee establishes the necessity for the additional
47 time.
48

1 Immediate family is defined as, and limited to the employee's spouse, children, grandchildren, foster
2 children, step-children, parents, brother, sister, aunts/uncles, adopted children, step father/mother, step
3 brother/sister, son/daughter-in-laws, great grandparents, grandparents, spouses grandparent's,
4 brother/sister-in-laws, father/mother-in-laws. and other persons who are members of the employee's
5 household.
6

7 When a death occurs in a part-time employee's immediate family as defined herein, the employee shall,
8 upon request, be excused from duty for up to three (3) scheduled work days. The employee may then
9 elect to make up the bereavement leave hours in order to prevent loss of pay.

10
11 In the interpretation of this section, the term "parents" shall include, in addition to natural parents, other
12 family members who may have had an "in loco-parentis" relationship with the employee, provided that
13 the employee is able to prove the existence of such a relationship.

ARTICLE X

MISCELLANEOUS

Section 1 Work Rules

The Employer agrees to establish reasonable work rules.

Section 2 Labor-Management Meetings

Representatives of the Union and the Employer shall meet, if requested by either party, at least four (4) times annually at a mutually agreeable time, the purpose being to provide a forum for open communications between the parties. Up to two (2) union-appointed employees shall be in pay status while attending Labor-Management meetings.

Section 3 Access to Personnel Files

Employees shall have the right to inspect their personnel files during non-working hours. Inspections will be conducted only in the presence of the City Administrator. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Section 4 Special Expenses

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses that are incurred in the performance of his/her duties as a City employee.

Section 5 Educational and Training Benefits

The City Council recognizes that education is a continuing process and it is implicit that additional professional training can result in improved daily performance and as such encourages the development of each employee to his/her fullest potential. The means of obtaining this goal is through education. Participation in and successful completion of special education programs in job-related courses will be considered in promotions and merit awards. Employees are encouraged to develop and further their job skills and personal potential by participation in such programs. Evidence of successful completion in educational courses shall be filed by the employee with the City Administrator and made a part of the employee's personnel file.

To encourage development, the City will reimburse any employee for expenses incurred in obtaining approved educational courses which are related to the employee's present or future City job responsibilities, as determined by the respective department heads, Mayor, City Administrator, or City Council. Reimbursements shall be made in accordance with the procedures outlined below.

The employee must successfully complete the prescribed requirements of the course and must reimburse the City for any advance payments in the case of withdrawal, failure, or voluntary termination prior to course completion. (Educational related reimbursements or costs may include tuition, material costs, and other directly-related expenses, but will not include any salaries or mileage reimbursements.)

1 Prior approval must be given by the City Council for all reimbursable educational courses and related
2 expenses prior to their occurrence if they are expected to exceed \$100.00. All educational expenses shall
3 have been specifically appropriated in the department's budget for this purpose.

4
5 Any and all books or similar materials obtained during educational courses shall become the property of the
6 City. This procedure for obtaining this educational benefit is as follows:

- 7
8 1. Check with the City Administrator as to budget status. (Receive approval.)
9
- 10 2. Council must pass and approve by resolution, either separately or under the consent calendar, if
11 the course and related expenses are expected to exceed \$100.00 in value.
12
- 13 3. Register for educational course.
14
- 15 4. Attend course. (Successful completion of the course(s) and presentation of evidence thereof to
16 the City Administrator.)
17
- 18 5. Submit and sign receipts and claims voucher to be eligible to receive reimbursements.
19

20 NOTE: Time spent in attendance at non-mandatory educational courses will not be paid for by the City and
21 will not interfere with an employee's regular work schedule.
22

23 The City accepts the responsibility for training all of its employees and hereby states that as a matter of
24 principle training is a part of every job, whether full-time or part-time and is necessary to assure high-quality
25 performance. With this, the following guidelines apply:
26

- 27 1. The Department Head will select the training to be undertaken and assign the employee(s) to the
28 training as any other job assignment.
29
- 30 2. Transportation, subsistence, and tuition will be paid for or provided by the City as spelled out in the
31 existing City rules.
- 32 3. Training courses taken during regular working hours, the most desirable situation, will be paid for as
33 any other work assignment.
34
- 35 4. Mandatory, employer-required training will be compensated in accordance with this contract.
36

37 Education reimbursement funds will be made available to each employee depending upon the availability of
38 such funds as determined each fiscal year by the City Council. If funds are available and appropriated
39 specifically for education (as opposed to training), each employee may request a maximum reimbursement
40 equal to the total amount appropriated for education within the entire fiscal year budget divided by the total
41 number of employees present at the time of the appropriation. Any appropriated, but unexpended, education
42 reimbursement funds remaining at the end of the fiscal year will be forfeited.
43

44 For purposes of this section, "Education" is defined as any non-required, voluntary, job-related, learning
45 activity. (Approved courses may also be of the correspondence type.) "Training" is defined as any required,
46 job-related, activity that is intended to enhance the knowledge and abilities of the employee, not otherwise
47 classified as education.
48
49

1 **Section 6 Identification Cards**

2
3 Any employee, other than office personnel, shall be required to carry with them at all times during working
4 hours City-supplied identification cards as provided for by each department.

5
6 **Section 7 Time Sheets**

7
8 The Employer may not change an employee's time sheet arbitrarily.

9
10 **Section 8 Retention of Disabled Employees**

11
12 It is the policy of the City of LeClaire, in compliance with Federal Executive Orders, through a positive and
13 continuing program, to provide equal opportunity in employment for all qualified handicapped individuals. The
14 parties agree that reasonable job modifications may be necessary in order to retain the employee.

15
16 Any employment practices that involve, or will potentially involve a handicapped person or persons, shall be
17 performed in accordance with those provisions as spelled out in the Federal Register, Section 31, CFR Part
18 51.55, dated October 17, 1983, as amended.

19
20 **Section 9 Performance Evaluation**

21
22 If the City intends to implement performance evaluations, both the form and procedure shall be negotiated with
23 the Union. All Bargaining unit employees are entitled to a fair and impartial performance evaluation.
24 Performance evaluations are subject to the grievance procedure.

25
26 **Section 10 Contracting**

27
28 When a decision is made by the Employer to contract or subcontract work which would result in the layoff of
29 bargaining unit members, the City agrees to a notification and discussion with the local union not less than sixty
30 (60) days in advance of the implementation.

31
32 **Section 11 Employee Assistance Program**

33
34 The Employer and the Union recognize the value of counseling and assistance programs to those employees
35 who have personal problems which interfere with the employee's efficient and productive performance of job
36 duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in
37 order to aide such employees. The Employer and the Union will encourage the employee to seek professional
38 assistance when necessary. The EAP is confidential. Any information shared with the EAP will not be released
39 to anyone without written consent of the employee.

40
41 An employee's participation in the EAP is separate from the disciplinary process and will not protect the
42 employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's
43 participation in the EAP will not jeopardize the employee's career.

44
45 **Section 12 Physical Examinations**

46
47 The expense of any physical examination required by the City shall be paid for by the City.

1 **Section 13** **Contract Bargaining**

2
3 Up to three (3) bargaining unit employees shall be allowed time off in order to attend contract bargaining
4 sessions. Employees shall be in pay status for all time spent attending such meetings held during their regularly
5 scheduled work hours.
6

7 **Section 14** **Misc. Certifications/Special Equipment Licenses**

8
9 The City shall pay the cost of any license or certification required of an employee in order to perform the duties
10 of the employee's respective position. Such licenses/certifications shall include but not be limited to the
11 following: wastewater treatment plant certification, chemical applicators license, Commercial Drivers license,
12 etc.

ARTICLE XI

HEALTH AND SAFETY

Section 1 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools and equipment furnished by the Employer.

Section 2 Protective Clothing and Eye Wear

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

If an employee wears prescription lenses, the Employer shall reimburse the employee up to a maximum of seventy-five dollars, (\$75.00), every other fiscal year for the purchase of one (1) pair of prescription safety glasses with side shields. The employee shall wear such glasses when performing tasks requiring their use in accordance with established guidelines.

Section 3 Safety Shoes

Where the Employer requires employees to wear safety shoes, the Employer will reimburse each employee up to a maximum of one hundred (\$100) dollars per fiscal year for one (1) pair of such shoes.

* NOTE: All invoices for work shoes or prescription safety lenses must be submitted on or before June 1st of each year in order to be paid from the current fiscal year budget.

ARTICLE XII

NO STRIKE OR LOCKOUT

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the current Iowa Code.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XIII

GENERAL

Section 1 Obligation to Bargain

It is hereby acknowledged that the duty to bargain has been established pursuant to Iowa Code Chapter 20.

Section 2 Retention of Benefits

The Employer agrees that prior to making any changes in a written policy, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article III, Section 2, Step 3, of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

Section 3 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitution in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board.

The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the Management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

Should any provision of the Agreement jeopardize the receipt by the City of any federal grant-in-aid funds or their federal allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provisions or in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.

Section 4 Period of Agreement

This Agreement shall be effective as of the 1st day of July 2007 and shall remain in full force and effect for a period of one (1) year until the 30th day of June 2008, unless terminated or modified as here-in-before provided.

1 This Agreement is executed as of July 1, 2007, to become effective as of the day and year first above
2 written by the duly authorized representatives of the parties.
3
4
5

6 **AMERICAN FEDERATION**
7 **OF STATE, COUNTY AND**
8 **MUNICIPAL EMPLOYEES,**
9 **AFL-CIO, COUNCIL #61**
10 **LOCAL UNION #3725**

CITY OF LECLAIRE
LECLAIRE, IOWA

11
12
13
14 By T. J. Thompson
15 Staff Representative
16

By Ed. Althoff
City Administrator

17
18
19 By Coleen Rhodes
20 Local President

By Vern C. Spring
Mayor

APPENDIX A

PAY GRADES/SCALES - MATRIXES

PAY GRADES & CLASSIFICATIONS	NEW HIRES	AFTER 6 MOS.	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
1 PUBLIC WORKS SUPERVISOR	\$17.93	\$18.98	\$19.41	\$20.04	\$20.46	\$21.09
2 PUBLIC WORKS UTILITIES OPERATOR	\$16.98	\$17.97	\$18.37	\$18.97	\$19.37	\$19.97
3 PUBLIC WORKS TECH - I	\$16.03	\$16.97	\$17.35	\$17.92	\$18.29	\$18.86
4 PUBLIC WORKS TECH - II	\$14.23	\$15.06	\$15.40	\$15.90	\$16.24	\$16.74
5 PUBLIC WORKS TECH - III	\$12.91	\$13.67	\$13.97	\$14.43	\$14.73	\$15.19
6 DEPUTY CITY CLERK	\$14.59	\$15.45	\$15.79	\$16.31	\$16.65	\$17.17
7 ADMINISTRATIVE SUPPORT.....	\$11.77	\$12.46	\$12.73	\$13.15	\$13.43	\$13.84
8 PUBLIC WORKS TECH - IV	\$10.66	\$11.29	\$11.54	\$11.92	\$12.17	\$12.55
9 F.T. PUBLIC WORKS LABORER	\$9.96	\$10.55	\$10.78	\$11.13	\$11.37	\$11.72
10 FULL-TIME SECRETARY/RECEPTIONIST	\$8.77	\$9.29	\$9.50	\$9.81	\$10.01	\$10.32
11 CUSTODIAN	\$8.25	\$8.73	\$8.92	\$9.22	\$9.41	\$9.70
12 P.D. ADMINIS. SUPPORT SERV. COORD.	\$11.77	\$12.46	\$12.73	\$13.15	\$13.43	\$13.84
13 P.T. PUBLIC WORKS LABORER	\$9.28	\$9.82	\$10.04	\$10.37	\$10.59	\$10.91
14 P.T. LIBRARY CIRC. CLERK MANAGER	\$10.51	\$11.13	\$11.37	\$11.74	\$11.99	\$12.36
15 P.T. LIBRARY CIRCULATION CLERK	\$7.74	\$8.20	\$8.38	\$8.65	\$8.84	\$9.11

**NEW HIRES MAY BE HIRED AT ANY "RATE" WITHIN A PARTICULAR PAY GRADE DEPENDING UPON PREVIOUS EXPERIENCE

APPENDIX B

DEFINITIONS

BUMP: Moving to another position to avert lay-off using privileged status attained by length of City service. (Seniority).

CIVIL EMERGENCY: Civil emergency is as defined in Chapter 36, Section 36.01 of the City Code of LeClaire.

DISCHARGE: Dismissed from employment with loss of all pay and benefits unless otherwise stated in this agreement.

ORAL REPRIMAND: A reprimand given verbally. This reprimand may be documented and temporarily placed in an employee's personnel file. If after one (1) year the infraction has not reoccurred the oral reprimand will no longer be considered in any progressive disciplinary action and any and all documentation or references thereto will be removed from the employee's personnel file.

SUSPENSION: Time off without pay or benefits for a period not to exceed thirty (30) working days as determined by the employer. Shall include loss of up to thirty (30) days of seniority as determined by the employer.

WRITTEN REPRIMAND: A reprimand documented in writing. This reprimand will be placed in the employee's permanent personnel file and will become a part of their permanent record. A copy of the reprimand will be given to the employee involved.

EXHIBIT C

UNION MEDIATION PERIOD PROPOSAL CONTINGENT PACKAGE FEBRUARY 8, 2007

AFSCME Local 3725 agrees to Tentatively Agree (TA) to the City of LeClaire February 2, 2007, 9:00 a.m. proposal with the following exceptions:

1. The City of LeClaire agrees to clarify via future City Council action that Wendy Bloomingdale shall continue to receive wage increases and longevity payments.
2. The parties agree to attach a side letter to the rear of the collective bargaining agreement which says the following: "The City of LeClaire and AFSCME Local 3725 hereby agree to monitor the hours worked by part-time employees in order to prepare for future years' contract negotiations."